



## CITY OF ATLANTA

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Mayor

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DEPARTMENT OF PROCUREMENT  
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Chief Procurement Officer  
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September 9, 2014

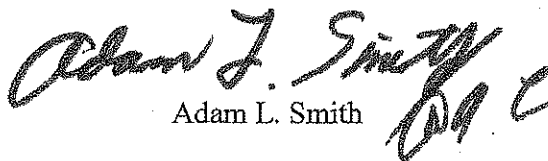
Dear Potential Proponents:

**Re: FC-7383, Architectural, Engineering and Design Services**

Attached is one (1) copy of **Addendum Number 3**, which is hereby made a part of the above-referenced project.

For additional information, please contact Ms. Cristi C. Walker, Contract Officer, at (404) 865-8996 or by email at [ccwalker@atlantaga.gov](mailto:ccwalker@atlantaga.gov).

Sincerely,

  
Adam L. Smith

ALS/ccw

**ADDENDUM NO. 3**

This Addendum No. 3 forms a part of the Request for Proposals and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

- **Response to Questions**

Total of 10 questions attached to this Addendum as Attachment No. 1.

- **Modification of Proposal Due Date**

**Proposals are due on Wednesday, October 1, 2014 and should be time stamped in no later than 2:00 P.M. ET and delivered to the address listed below:**

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S. W.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

**No Additional Questions Will Be Answered**

**\*\*All other pertinent information is to remain unchanged\*\***

**FC-7383, Architectural, Engineering and Design Services**  
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**Acknowledgment of Addendum No. 3**

**Proponents must sign below and return this form with Proposal response to the Department of Procurement.**

Proponents must sign below and return this form with Proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of **FC-7383, Architectural, Engineering and Design Services** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Company Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment No. 1

1. Question

In addendum No. 2, Question 2, the City clarified that the cumulative experience of key staff identified by the proponent should comprise at least 50% of the total team's experience. Who does the City view as Key Staff?

Answer

The Proponent must determine who it considers to be its Key Staff necessary to provide the Services.

2. Question

The RFP references 10 years of experience of each proponent key personnel in Part 2, page 1. Please clarify who the City views as Key personnel.

Answer

See Answer to Question 1 in this Addendum No. 3.

3. Question

In addendum No. 2, Question 22, the City states that Form 1 must be submitted for known subcontractors, however, the answers to Questions 52 and 77 states that they are not required with the proposal. Please clarify.

Answer

See Form 1, Page 1 of 3, Paragraph 7, which states that "Subcontractor and sub-subcontractor affidavits are not required at the time of the proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA." Although said subcontractor affidavits are not required with the proposal, the City will accept early submissions.

4. Question

In addendum No. 2, Question 22, the City states that Forms 4.1, 5, 6, and 7 may be submitted by each member or the team, however, the answer to Question 77 states that only one of each of the form be submitted. Please clarify.

Answer

See Answer to Question 22 in Addendum No. 2.

5. Question

In addendum No. 2, Question 46 asked if people not on the org chart could be viewed as supplemental with a response of yes. This leaves ambiguity to the phrase "key personnel".

Please state which personnel the City views as Key Staff and require the detailed resumes with references.

**Answer**

See Answer to Question 1 in this Addendum No. 3.

**6. Question**

Does the 3 pages for Item G Cost proposal count towards the total page count of 80 pages? This question was asked in addendum No. 2 Question 62 and the answer referenced back to Question 57. However, question 57 states that the 3 pages do not include the Fee Schedule.

**Answer**

No, see Answer to Question 57 in Addendum No. 2.

**7. Question**

In response to Question 25 of Addendum #2, the City states that "Six projects are required, not more or less. If the proponent cannot present six relevant projects then that fact may be considered by the evaluation team in its review." Is it the City's intent to have the Bidders present exactly 6 projects that collectively show experience in all 24 categories identified in Part 2; Section C.3.F (Rev. 8/29/14) or does the City expect each of the 6 projects to show experience in all 24 categories?

**Answer**

Neither. The City requires that the proponent submits evidence that demonstrates six (6) different projects. It is strongly encouraged that the proponent select six (6) different projects that demonstrate its diversity among the (24) categories.

**8. Question**

In addition, when evaluating the requirement that "preferably, the cumulative experience of named key staff will comprise at least 50% of the requested experience levels of the team," will the City be basing this exclusively off the 6 projects presented, or can that experience be demonstrated in additional short project summaries?

**Answer**

The latter is acceptable within the page limitations.

**9. Question**

Addendum #2 inserted the following:

Addition to Part 5; Exhibit A; Scope of Services; Overview

The following language shall be added in Part 5; Exhibit A; Scope of Services at the end of the Overview section at page 14:

CONFLICT OF INTEREST AND PARTICIPATION IN OTHER PROJECTS

"1. The Service Provider, or any individual joint venture partner of a joint venture constituting the makeup of the Service Provider under this Agreement, **shall not be permitted to participate** in or provide services or work, as a proponent, bidder, joint venture partner, contractor or subcontractor, **for any procurements or contracts involving construction, design-build, construction management at risk or similar construction project work, which shall be considered a conflict of interest for purposes of this Agreement.**"

**Our Question:** If awarded an A&E contract through this procurement, is it the City's intention to preclude firms that are part of JV Teams ("Service Provider" aka Prime) from **"any procurements or contracts involving construction, design-build, construction management at risk or similar construction project work"** that might be issued by the City outside of this A&E contract? This is assuming that an A&E did not perform engineering through the A&E contract related to "bridging documents" for such design-build, etc. This would include various Design-Build contracts that are being considered by the Department of Watershed Management, or similar Design-Build Contracts.

**Comment:** It seems that the following statement is missing from Item 1: **"for any project for which Services were performed under this Agreement"**. This statement is actually included in Item 2 and that paragraph makes the conflict of interest issue clear.

**Answer**

The addition in Addendum No. 2 to the CONFLICT OF INTEREST AND PARTICIPATION IN OTHER PROJECTS section found at Part 5; Exhibit A; Scope of Services at the end of the Overview section at page 14; Paragraph 1, shall be replaced with the following:

1. The Service Provider, or any individual joint venture partner of a joint venture constituting the makeup of the Service Provider under this Agreement, shall not be permitted to participate in or provide services or work, as a proponent, bidder, joint venture partner, contractor or subcontractor, **for any project for which Services were performed under this Agreement**, which shall be considered a conflict of interest for purposes of this Agreement. However, in the event that the Service Provider or a joint venture partner under this Agreement is providing Services or work as a contractor, Service Provider or joint venture partner under another contract with the City and a dispute, claim or conflict of interest arises between the City and such Service Provider, contractor or Joint Venture Partner under this Agreement or another contract, the City may in its sole determination and at its sole discretion, suspend all existing work under this Agreement and/or not issue any further work to the Service Provider under this Agreement unless and until such dispute, claim, or conflict of interest is resolved to the City's satisfaction. In the event the City takes such action, Service Provider shall not be entitled to any extended overhead, administrative costs, or increased or extended payments resulting from such action, provided that Service Provider may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of any suspension of work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law.

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**10. Question**

Request to clarify Answer 29 in Addendum No. 2. And, does Form 4.1 get completed by the insurance company?

**Answer**

A potential proponent submitted its alternative insurance documents seeking confirmation that Form 4.1 requirements were satisfied. Yes, Form 4.1 does get completed by the insurance company. See Form 4.1, first sentence.